time of the various purchases. On the evidence we see no merit in this submission and reject it.

In the circumstances both the appeal and cross-appeal are dismissed. Neither party having succeeded in his or her appeal there will be no order as to the costs of the appeal and the cross-appeal. Each party will bear his or her own costs.

Appeal and cross-appeal dismissed.

Solicitors: *Murphy & Dunbar; L.A.J. Smith.*

ANG BOCK CHWEE v. LIM HUAN HEE & ORS.

[O.C.J. (Rajah J.) September 10, 1980]
[Singapore — Suit No. 2941 of 1976]

Landlord and Tenant — Rent-controlled premises — Claim for possession — Statutory tenant — Death of — Whether tenancy determines on his death — Control of Rent Act (Cap. 266) ss. 15 & 16.

Societies — Registered society — Whether registered society can be tenant of property or hold interest in land — Societies Act (Cap. 262).

The plaintiff was owner of Nos. 1 & 3 Meyer Place (the premises). They were transferred to him by his brother Ang Hai San on April 14, 1972 pursuant to an Order of Court of May 11, 1971. At the time of the transfer the premises had been rented by Ang Hai San to one Chua for $168.61 and $202.44 respectively per mensem. Chua allowed Mayfair Musical & Dramatic Association to use the premises as a hostel until 1951. Soon after, the Metropolitan Young Men's Christian Association, Singapore (MYMCA) took over the running of the hostel but the tenant of the premises continued to be Chua who paid the rent to Ang Hai San.

The premises were protected under the Control of Rent Act.

The first, second, third and fourth defendants were the executors of the estate of Chua. The fifth defendant, MYMCA was a society registered under the Societies Act. The sixth and seventh defendants were the trustees of the MYMCA. The said contractual tenancy was terminated by the plaintiff on September 30, 1973. As from October 1, 1973 Chua became a statutory tenant. Chua died on November 26, 1974. No member of his family had ever lived at the premises.

The plaintiff claimed that the tenancy had been validly terminated and that the MYMCA were trespassers.

Held, allowing the plaintiff's claim: (1) the premises were domestic premises within the meaning of the Control of Rent Act;

(2) an association registered under the Societies Act, as in this case the MYMCA cannot be a tenant of property or hold an estate or interest in land;

(3) a statutory tenancy, which is the creation of the Control of Rent Act, is a purely personal right and that such right ceases with and on the death of the statutory tenant, unless the provisions of section 16 of the Control of Rent Act become applicable; in this case the statutory tenancy of Chua came to an end with his death and anyone found living or otherwise on the premises was a trespasser and liable to eviction at the will of the plaintiff;

(4) the plaintiff had no knowledge of any trust in regard to the premises as between Chua and the fifth defendant.

CIVIL SUIT.

G. Murugaiyan for the plaintiff.

Harry L. Wee for the defendants.

Cur. Adv. Vult.

Rajah J.: The plaintiff is the owner of Nos. 1 & 3 Meyer Place, Singapore, formerly known as Nos. 32-A and 32-B, Meyer Road (the premises). They were transferred to him by his brother Ang Hai San on April 14, 1972 pursuant to an Order of Court dated May 11, 1971.

At the time of the transfer Nos. 1 and 3 Meyer Place had been rented by Ang Hai San to one Chua Khiam Teck (Chua) for $168.61 and $202.44 respectively per mensem. Chua allowed Mayfair Musical & Dramatic Association (the Association) to use the premises as the Hostel of the Teachers' Rest House (the hostel). The Association continued in occupation of the premises until they were dissolved in 1951 by Government for carrying on subversive activities. Soon after the dissolution of the Association the Chinese Young Men's Christian Association, now known as the Metropolitan Young Men's Christian Association, Singapore (the MYMCA) took over the running of the hostel but the tenant of the premises continued to be Chua who paid the rent to Ang Hai San. This was the position with regard to the use of the premises on April 14, 1972 when the plaintiff became the owner of the premises and Chua his tenant.

It is not in dispute that the premises are protected under the Control of Rent Act (the Rent Act).

The 1st, 2nd, 3rd and 4th defendants are the executors of the estate of Chua, the 5th defendant is a society registered under the Societies Act and has its registered address at 70 Palmer Road. The 6th and 7th defendants are the present trustees of the MYMCA.

The said contractual tenancy was terminated by the plaintiff on September 30, 1973 by a Notice to Quit dated August 10, 1973 and expiring on September 30, 1973, and as from October 1, 1973 Chua became a statutory tenant of the plaintiff.

Chua died, testate, in Singapore on November 26, 1974 and probate of his will was granted to the 1st, 2nd, 3rd and 4th defendants on May 30, 1975. It is clear from the evidence and it is conceded that no member of the deceased family ever at any time lived in or occupied the premises or any part thereof.

In his statement of claim the plaintiff having asserted that the premises were domestic premises pleaded (1) that the tenancy had been validly terminated, (2) that the deceased Chua at the time of his death was a statutory tenant and (3) that no member of the deceased family was living or had ever lived in the premises and (4) that the incumbent occupiers namely the MYMCA were trespassers. The plaintiff further pleaded that in any event the MYMCA, being a registered society, cannot seek the protection of the Rent Act as under our law a registered society cannot be a tenant of property nor hold an estate or interest in land.

Having so pleaded the plaintiff claimed: —

(a) A declaration that none of the defendants is and has ever been the plaintiff's tenant in respect of the premises known as Nos. 1 and 3 Meyer Place, Singapore.

(b) Possession of the premises.

(c) An injunction restraining the fifth, sixth and seventh defendants and the members of the Metropolitan Young Men's Christian Association from entering into or remaining on the said land and premises.

(d) Damages for unlawful occupation of the said premises as from December 1974 until date of delivery of possession thereof to plaintiff.

As against this the defendants in their defence, while denying that the plaintiff was entitled to possession of the premises and claiming protection under the Rent Act, pleaded: —

(1) that in 1948 or thereabouts the said premises were rented by the plaintiff's predecessor-in-title, Ang Hai San, to the late Chua who held the tenancy for and on behalf of the Association until 1951 or thereabouts and thereafter for and on behalf of the MYMCA;

(2) that Chua was at all material times a trustee of the premises for the MYMCA;

(3) that upon Chua's death on November 26, 1974 the tenancy of the said premises by operation of law devolved on the executors of the estate of Chua;

(4) that the said executors, as from the date of death of Chua, had been and were trustees of the said premises for the MYMCA.

In the alternative, they further pleaded that the plaintiff and his predecessor-in-title, the said Ang Hai San, had at all material times knowledge of and acquiesced to Chua holding the premises as trustee for the MYMCA. Further, or in the alternative, the defendants pleaded that the plaintiff as an assignee of his predecessor-in-title is estopped from alleging that none of the defendants herein is and has been the plaintiff's tenant in respect of the said premises because the plaintiff's predecessor-in-title and the plaintiff had by their conduct agreed or allowed Chua to hold the tenancy of the premises as trustee for the MYMCA at all material times. Further or alternatively, the defendants, other than the fifth defendant, pleaded that they were the new trustees jointly holding the tenancy of the premises for and on behalf of the fifth defendant (CYMCA) by virtue of a Deed of Acknowledgement of Trust and Vesting Deed dated September 7, 1973 made between Chua of the one part and Chua, the 7th defendant and 6th defendant of the second part and CYMCA of the third part.

Counsel for the defendants at the hearing having conceded (1) that a registered society cannot be a tenant of property or hold an estate or have an interest in land and (2) that neither Chua nor any member of his family had ever occupied the premises at any time, however, contended: —

1. That the said Ang Hai San, predecessor-in-title to the plaintiff, wanted to let the premises to the MYMCA but, because it was a registered society, the tenancy was put in the name of Chua.

2. That Chua, the nominal tenant, was a bare trustee for the MYMCA who were the real tenants of the premises since 1951 and that this was within the knowledge of the plaintiff.

3. That the executors of the estate of Chua were trustees for the MYMCA in respect of the premises and that by operation of law, the tenancy of the premises had devolved on them.

4. That the premises being used as a hostel of The Teachers' Rest House is not domestic but business premises and this being so there are no provisions in section 15 of the Rent Act which would enable the plaintiff, on the facts of the case, to recover possession of the premises and that section 16 is not relevant to the case as it deals only with domestic premises.

On the pleadings and the submissions made to me by counsel for both the plaintiff and the defendants the following issues arose for determination in this case.

Issue 1 — Were the premises rent-controlled. This was not in dispute and the answer was that the premises known as Nos. 1 and 3 Meyer Place, Singapore, formerly known as Nos. 32A and 32B Meyer Road, were protected under the Rent Act.

Issue 2 — Were the premises domestic or business premises. The defendants by paragraph 2 of their defence had admitted that the premises were domestic premises but counsel for the defendants towards the close of his address to the court moved away from this admission and submitted that they were business premises. Domestic premises in the Rent Act "means a building or part of a building used wholly or chiefly as a separate dwelling". These premises were used as a Hostel of the Teachers' Rest House. The concise Oxford Dictionary defines hostel as "house of residence for students or other special class". In the "Regulations of the Hostel of the Teachers' Rest House, Chinese Y.M.C.A." (AB83-86) which governed the use of the premises, such phrases and words as "accommodation in the Hostel is provided" "any resident", "the resident" and "all residents" were used in the Regulations. The whole tenor and purport of these regulations was to provide a special class of persons that is teachers with living accommodation. In my view, the submission was not well founded and I held the premises to be domestic premises within the meaning of the Rent Act.

Issue 3 — Can an association registered under the Societies Act (Cap. 262) be a tenant of property or hold an estate or interest in land. It is settled law now that the answer to this is that it cannot and counsel for the defendants readily conceded that it was so.

Issue 4 — Had the common law tenancy as between the plaintiff and Chua been validly terminated. There was no dispute both as to the validity of the Notice to Quit dated August 10, 1973 and as to the service of the said Notice on Chua sometime in August 1973. I held that the common law tenancy was validly terminated and that as from October 1, 1973 Chua was the statutory tenant of the plaintiff within the meaning of the Rent Act.

Issue 5 — Is a statutory tenancy an interest in land capable of passing to the estate of the tenant on his

death. It is settled law now that a statutory tenancy, which is the creation of the Rent Act, is a purely personal right and that such right ceases with and on the death of the statutory tenant, unless the provisions of section 16 of the Rent Act become applicable. In this case it was common ground that neither Chua nor any member of his family stayed or lived in the premises or any part thereof either before or after his death. The answer here, perforce, was that the statutory tenancy of Chua came to an end with his death and anyone found living or otherwise on the premises is a trespasser and liable to eviction at the will of the plaintiff and this too is settled law.

Issue 6 — As between Chua and the 5th defendant, namely MYMCA, did Chua hold the tenancy of the premises in trust for MYMCA.

On this issue the defendants adduced no credible or acceptable evidence. A document styling itself "This Deed of Acknowledgement of Trust and Vesting Deed" made September 7, 1973 (AB56) was part of the Agreed Bundle. This was intended to show that Chua in the year 1948 acquired the tenancy of the premises as a nominee and on behalf of the organisation known as the Chinese Young Men's Christian Association (CYMCA) on the payment to Ang Hai San of $40,000 by the CYMCA (See Recital 1 of AB56). This was clearly not in keeping with the testimony given in court, which was that the CYMCA only came into the picture after the dissolution of the Mayfair Musical & Dramatic Association had been dissolved by the Government sometime in 1951 for subversive activities. A letter dated August 21, 1973 (AB55) written by Chua to the plaintiff's solicitors in terms similar to those as in the said Recital 1 was also relied upon by the defendants. I attached no weight or importance to AB56 and AB55 as both AB56 was executed some 4 weeks after the Notice to Quit and AB55 was written by Chua in response to the Notice to Quit served on him. I was even less impressed when both the documents talk of $40,000 being paid to the predecessor-in-title to the plaintiff by the CYMCA for the tenancy of the premises. I find it somewhat difficult to believe that the CYMCA, which came into being in 1947, thought it worth its while to pay $40,000 for the privilege of someone else running a Teachers' Rest House. After careful consideration of all the evidence adduced I was of the view that, as between Chua and the MYMCA, he did not hold the tenancy of the premises in trust for the MYMCA. There was very possibly some talk in July/August 1968 between Chua and CYMCA about the premises being held in trust for the latter but nothing came of it. I was satisfied that Ang Hai San was not involved in these talks, but I was somewhat puzzled as to why the draft of the proposed trust deed (AB35-7) should speak of Chua and not the CYMCA having paid the $40,000 to Ang Hai San. I was also satisfied on the evidence before me the plaintiff had no knowledge of any trust in regard to the premises as between Chua and the 5th defendant. Indeed he could not have known of any such trust as in my view the trust was sought to be brought into effect only after the Notice to Quit had been served on Chua.

I accordingly gave judgment for the plaintiff. Damages was allowed at $371.05 per month from December 1, 1974 to date of possession. Possession of the land and premises to be given on or before September 30, 1980. Costs of these proceedings to the plaintiff to be taxed.

Claim allowed.

Solicitors: *G. Murugaiyan; Braddell Brothers.*

WONG KIM SANG & ANOR. v. ATTORNEY-GENERAL

[O.C.J. (Kulasekaram J.) January 7, 1982]
[Singapore — Suit No. 3452 of 1978]

Administrative Law — Police Force — Dismissal of subordinate police officers — Disciplinary charges made against them — Committee of Inquiry found that charges not proved — Subsequent dismissal by Public Service Commission — Whether wrongfully dismissed — Rights under Malaysian Constitution, art. 135(2) — Police Force Act (Cap. 78), ss. 27 & 28A — Public Service (Disciplinary Proceedings) Regulations 1970, regs. 3 & 4.

Police Force — Subordinate police officers — Dismissal by Public Service Commission — Whether wrongful — Malaysian Constitution, art. 135(2) — Police Force Act (Cap. 78), ss. 27 & 28A — Public Service (Disciplinary Proceedings) Regulations 1970, regs. 3 & 4.

The facts of this case were briefly as follows. The first plaintiff was a Detective Police Sergeant in the Police Force and was attached to the Gambling Suppression Branch of the Criminal Investigation Department of the said Force. The second plaintiff was a Detective Police Constable, also attached to the Gambling Suppression Branch of the Criminal Investigation Department. On March 5, 1977 the two plaintiffs conducted a raid on No. 46B Holy Innocents Lane, Singapore. The premises was occupied by Madam Chia with her son Lee Boon Keng and his family. During raid betting slips were found on the premises. Chia Yak Moy, an adopted son of Madam Chia, was arrested and taken to the Police Station. The next day he was taken court where he pleaded guilty to a charge of being in possession of betting slips and was fined. By a letter dated January 13, 1978, the first plaintiff was informed that disciplinary proceedings under regulation 4 of the Public Service (Disciplinary Proceedings) Regulation 1970 (the Regulations) had been commenced against him on two charges, i.e. conniving with the second plaintiff in "demanding and accepting a gratification of $1,200 from a member of the public, one Chia Yak Moy, as an inducement for not taking action against one Lee Boon Keng under the Common Gaming Houses Act (Cap. 96)" and for perverting "the proper administration of justice by putting one Chia Yak Moy under arrest and subsequently charging him for an offence under the Common Gaming Houses Act when (he) knew that the real culprit was one Lee Boon Keng." The second plaintiff too received a similar letter dated January 13, 1978 almost on identical terms informing him that disciplinary proceedings had also been commenced against him on the corresponding two charges.

Both plaintiffs submitted their exculpatory statement by letters dated January 19, 1978 wherein they denied the said two charges. The Public Service Commission (PSC) were not satisfied with these exculpatory statements of the two plaintiffs and they appointed a Committee of Inquiry under Regulation 4(3) of the Regulations. The Committee in their report stated both the charges against the two plaintiffs had not been proved.

The first plaintiff received a letter dated August 15, 1978 from the Permanent Secretary (Home Affairs) that the PSC after careful consideration of the facts of the case and the report of the Committee had decided that he be dismissed and he was thereby dismissed from the service with effect from the date following the receipt of the letter by him. A similar letter was also received by the second plaintiff on August 18, 1978.